FIRST MODIFICATION OF SECURITY DOCUMENTS

THIS FIRST MODIFICATION OF SECURITY DOCUMENTS (the "Modification"), dated and effective as of March 28, 2007, is made and entered into by and between CROWN POINT PARTNERS, LLC, an Indiana limited liability company having a notice address of 600 East 96th Street, Suite 150, Indianapolis, Indiana 46204 ("Borrower"), and KEYBANK NATIONAL ASSOCIATION, a national banking association having a notice address of 10 West Market Street, 8th Floor, Indianapolis, Indiana 46204 ("Bank").

RECITALS:

- A. Pursuant to the terms and conditions of that certain Loan Agreement between Borrower and Bank, dated March 3, 2006 (the "Loan Agreement"), Bank agreed to extend to Borrower a loan in the maximum principal amount of Three Million Six Hundred Eighty-Five Thousand Dollars (\$3,685,000) (the "Loan").
- B. The Loan is evidenced by a certain Mortgage Note executed by Borrower payable to the order of Bank, dated March 3, 2006, in the original principal amount of Three Million Six Hundred Eighty-Five Thousand Dollars (\$3,685,000) (the "Note").
- C. The Loan is secured by the lien of a certain Real Estate Mortgage and Security Agreement executed by Borrower in favor of Bank, dated March 3, 2006, and recorded March 10, 2006 in the Office of the Recorder of Lake County, Indiana, as Instrument No. 2006-019846 (the "Mortgage").
- D. Borrower and Bank have of even date herewith entered into a certain First Modification of Loan Documents (the "First Modification of Loan Documents") (the Loan Agreement, the Note, and all other documents (other than the Mortgage) evidencing, governing and securing the Loan, as modified by the First Modification of Loan Documents, are sometimes hereinafter referred to collectively as the "Loan Documents").
- E. Pursuant to the terms of the First Modification of Loan Documents, the amount of the Loan is being increased to Six Million One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$6,187,500).
- F. Borrower and Bank mutually desire to modify the Mortgage in accordance with the provisions set forth herein in order to reflect certain modifications made to the Loan Documents pursuant to the First Modification of Loan Documents.

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AGREEMENT:

NOW THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used herein, but not defined herein, shall have the meaning ascribed thereto in the Loan Documents.
- 2. <u>Loan Amount</u>. The amount of the Loan, as evidenced by the Note and secured by the Mortgage, is increased to Six Million One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$6,187,500).
- 3. Representations and Warranties. Borrower hereby represents and warrants to Bank that there does not presently exist any default under the Security Documents or any event which with the notice or lapse of time or both would constitute a default under the Security Documents and that each of the representations and warranties set forth in the Security Documents remain true and correct as of the date hereof, except to the extent said representations and warranties specifically apply to those items explicitly modified by or otherwise disclosed in this Modification, and each of said representations and warranties is hereby incorporated herein by reference and modified as necessary to apply to and cover the undertakings of Borrower evidenced by this Modification.
- 4. Expenses. The Borrower shall pay all costs incidental to this Modification and the modification of the Security Documents effected hereby, including but not limited to, reasonable attorneys' fees, and all other incidental expenses of Bank.
- 5. <u>Continuing Effect</u>. All other terms, conditions, provisions, representations and warranties set forth in the Security Documents not specifically relating to any matters explicitly modified by the terms of this Modification shall remain unchanged and shall continue in full force and effect. This Modification shall, wherever possible, be construed in a manner consistent with the Security Documents; provided, however, in the event of any irreconcilable inconsistency between the terms of this Modification and the terms of the Security Documents, the terms of this Modification shall control.
- 6. <u>Waiver</u>. No provision hereof shall constitute a waiver of any of the terms or conditions of the Security Documents other than those terms or conditions expressly modified herein.

IN WITNESS WHEREOF, Borrower and Bank have caused this First Modification of Security Documents to be duly executed as of the date and year first above written.

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BORROWER'S SIGNATURE PAGE TO FIRST MODIFICATION OF SECURITY DOCUMENTS

"BORROWER"

CROWN POINT PARTNERS, LLC, an Indiana limited liability company

By: ____

Gregory C. Gurnik, Manager

STATE OF INDIANA)
COUNTY OF Omilton)
SS:

Before me, a Notary Public in and for said County and State, personally appeared Gregory C. Gurnik, known to me to be a Manager of CROWN POINT PARTNERS, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing for an on behalf of said limited liability company.

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INDIANA INDIANA

Witness my hand and Notarial Seal

Notary Public – Signature

Notary Public - Printed

My Commission Expires:

My County of Residence:

SIGNATURE PAGE OF BANK TO FIRST MODIFICATION OF SECURITY DOCUMENTS

"BANK"

KEYBANK NATIONAL ASSOCIATION, a national banking association

	By: (Hound Eg	gu_
	By: Kowal g Printed: C. Howard Title: Vice President	Egger
	Title: Vice Presid	lent
STATE OF INDIANA)) SS: COUNTY OF MARION)		
Before me, a Notary Public in C Howard Egger , kno KEYBANK NATIONAL ASSOCIATION	and for said County and State, p own to me to be a Vice Pre ON and acknowledged the executive	of
for and on behalf of said bank.	OFFICIAL!	on or the loregoing
Witness my hand and Notarial Section Lake	al, this 28 day of March, 2007.	
	Naute Hanning	
Notary Public - State of Indiana Johnson County My Commission Expires: September 6, 2014	Notary Public – Signature	COMMISSION OF
My Commission Expires:	Notary Public – Printed My County of Residence:	NOTARY SEAL
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I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Dennis A. Johnson

This instrument was prepared by, and after recording return to, Dennis A. Johnson, Attorney At Law, BARNES & THORNBURG LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

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